

RESTRICTIVE COVENANTS

WHEREAS, JOHN OLMSTED, JR., and PATRICIA B. OLMSTED, his wife, are the owners of the following described real estate in Otero County, New Mexico, to-wit:

A tract of land in Lots Three (3), Four (4), Five (5) and Six (6), in Section Five (5), Township Sixteen (16) South, Range Eleven (11) East, N.M.P.M., more particularly described as follows:

Starting at the Northwest corner of said Section 5, and going S.89°58' E. along the North line of said Section 5 a distance of 533.90 feet to the place of beginning of the tract of land herein described; thence continuing S.89°58' E. along the North line of said Section 5 a distance of 1235.1 feet; thence S.89°44' E. along the North line of said Section 5 a distance of 225.8 feet; thence S.0°02' W. a distance of 599.1 feet; thence N.89°58' W. a distance of 648.89 feet; thence N.0°02' E. a distance of 200.0 feet; thence N. 89°58' W. a distance of 826.69 feet; thence Northeasterly along a curve to the left with a radius of 113.37 feet through an arc of 65°02' an arc distance of 128.65 feet; thence N.2° 35' E. a distance of 88.96 feet; thence Northwesterly through a curve to the left with a radius of 254.23 feet through an arc of 24°06' an arc distance of 106.93 feet; thence N.21°31' W. a distance of 114.65 feet to the place of beginning and containing 16.01 acres more or less.

Commonly designated "Red Mountain Estates".

AND WHEREAS, said owners above named desire to place certain restrictions in regard to the buildings and improvements thereon and other manners as hereinafter set out upon and against all property in the subdivision, as shown on the filed plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above named owners hereby declare and agreewith all future purchasers of lots or building sites in the above named "RED MOUNTAIN ESTATES, Unit No. 1", that the following restrictions apply to all lots or buildings in Red Mountain Estates, Unit No. 1, and all conveyances of any lot or lots in the above named subdivision shall be subject to certain restrictions as follows:

(a) All lots in Red Mountain Estates, Unit No. 1 shall be for residential purposes only. No structures shall be erected other than one detached single family dwelling not to exceed two stories in height, garages, stables and other structures incidental to residential use of the lot.

(b) No building shall be erected or permitted to remain on any lot nearer than thirty-five feet to the front lot line; nor near than twenty feet to the side or rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building.

(c) No dwelling shall be permitted on any lot in Red Mountain Estates, No. 1, having a ground floor square foot area of less than 1,000 square feet, excluding porches and garages, nor cost less than \$10,000.00. No building or fence shall be erected on any lot until plans and specifications have been submitted to and approved by the Red Mountain Estates Architectural Control Committee.

The Red Mountain Estates Architectural Control Committee shall consist of the subdivider, two others selected by a majority of lot owners. There shall be an annual meeting of the lot owners of the subdivision. Said meeting shall be held on a date between June 1st and September 1st. The Committee will set the specific date and place of said meeting at least thirty days in advance, and the Committee will post a notice of the meeting in a conspicuous place within the subdivision. The subdivider is to be a permanent member of the Committee and the other two will be selected at the annual meeting by a majority of lot owners. (These two will each be an owner of a lot in Red Mountain Estates, Unit No. 1) The two will remain as Committee members until successors are elected. In the event no annual meeting, they will continue as Committee members.

(d) No trailer, basement, tent, shack, garage, barn or other out building shall be at any time used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain. Contractors may use a temporary building during the course of construction.

(e) Construction once commenced must be completed, as to the exterior in one year.

(f) No old or second-hand buildings shall be moved on any lot in the subdivision, and no second-hand lumber or materials shall be used in the construction of any building thereon.

(g) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(h) No outdoor type toilet shall be erected or maintained and all toilets shall be located inside the principal building and shall be connected with proper septic tanks that conform with state and county health laws and regulations. Each property owner shall supply his property with a garbage can of not less than 20 gallons capacity. Garbage will be disposed of in accordance with the regulations of the State of New Mexico Department of Health.

(i) All chimneys, flues, or other vents used in conjunction with open fire heating (fireplaces, etc.) shall be equipped with spark arresters.

(j) No brush, trash or other material shall be burned, except in compliance with the fire regulations of Lincoln National Forest.

(k) All live trees having a diameter of four inches or more may not be removed without the written consent of the Red Mountain Estates Architectural Control Committee.

- (l) The keeping of livestock, poultry, pets or rabbits on any of said lots, for commercial gain is prohibited.
- (m) No swine, poultry, goats, cattle or sheep shall be kept upon any lot.
- (n) No more than two (2) riding horses may be kept on any one lot. No corral shall be built closer than twenty feet of any lot line.
- (o) An easement across each lot for installation and maintenance of water pipelines and drainage facilities is reserved. Also bridal paths may be established on unused portions of the lots at the discretion of the above Committee.
- (p) No commercial activity shall be carried on except for the sale of real property within the subdivision. No signs shall be displayed except "for sale" signs or occupants name sign.
- (q) At no time shall barbed wire or chicken wire be used.
- (r) No windmills or wind chargers will be erected on any lot.
- (s) Butane tanks and water storage tanks must conform to the state regulations and will be located so as not to detract from the appearance of the lot.
- (t) The natural terrain and natural trees on said property are to remain unmolested except where required for construction, access to the property, or for the areas lying within 50 feet of the main house constructed on each lot.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them, until April 1, 1975, at which time they shall be automatically contained in force for successive periods of not more than ten (10) years each, unless discontinued or amended by a vote of 51% or more of the then property owners. These covenants and restrictions may be amended, or discontinued at any time hereafter by filing with the County Clerk of Otero County an instrument signed by the owner or owners of 75% of the owners of record of the total number of lots.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the subdivider, his successors or assigns, or any other person or persons owning any lot in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said owners have caused this instrument to be executed this 30 day of JANUARY, 1965.

John Olmsted, Jr.  
John Olmsted, Jr.

Patricia B. Olmsted  
Patricia B. Olmsted

STATE OF NEW MEXICO )  
COUNTY OF OTERO ) ss:

The foregoing Restrictive Covenants were acknowledged before me this 30 day of JANUARY, 1965, by JOHN OLMSTED, JR., and, PATRICIA B. OLMSTED, his wife.



James H. ...  
Notary Public

My Commission Expires: 12-21-67.

STATE OF NEW MEXICO ) ss.  
COUNTY OF OTERO )  
RECORDED IN MY OFFICE

This 2 day of Feb 19 67  
A.M. and P.M. and by recorded  
in Book 348 P. 346-349

Virginia Harley  
By James H. ...



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